

EXHIBIT 1

ENDORSED
FILED
ALAMEDA COUNTY

MAR 3 5 2016

CLERK OF THE SUPERIOR COURT
By CHERYL CLARK
Deputy

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7 VINCENT BOATWRIGHT

8 SUPERIOR COURT OF CALIFORNIA

9 ALAMEDA COUNTY

10 UNLIMITED JURISDICTION

11 VINCENT BOATWRIGHT,

12 CASE NO. *RG 16809159*

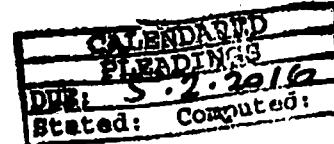
13 Plaintiff,

14 COMPLAINT

15 BY FAX

16 PACIFIC GAS & ELECTRIC COMPANY
17 INC., a California corporation,
18 and DOES 1-25, inclusive,

19 Defendants.



1 1. Plaintiff Vincent Boatwright ("referred to as "Mr. Boatwright" or "Plaintiff") is an
2 individual who resides in the City of Chico, California.

3 2. Defendant Pacific Gas and Electric Company, Inc. is a corporation created and
4 existing under the laws of the State of California (sometimes referred to as "PG&E" or the
5 "Named Defendant").

6 3. PG&E is a resident of this county, and each and every county in the state. PG&E does
7 substantial business and has significant operations in the county.

8 4. Plaintiff does not know the true names and capacities of other defendants who are, or
9 may be, responsible in some way for Plaintiff's damages in this action. He therefore sue these
10 defendants as Does 1-25. Plaintiff alleges, on information and belief, that Does 1-25, and each
11 of them, were and responsible for the conduct complained of. Plaintiff further alleges, on
12 information and belief, that Does 1-5, and each of them were (or are) the shareholders, parents,
13 owners, or subsidiaries of the Named Defendant. The Named Defendant and Does 1-25 are
14 referred to individually and collectively in the complaint as the "Defendants."

15 5. Plaintiff was a long-time employee of PG&E. Plaintiff was employed by PG&E in
16 2007, and worked continuously for PG&E until he was "laid off" on September 22, 2014,
17 without good or just cause, as a result of, and in retaliation for, seeking protected family
18 medical leave to be with his wife and new-born child.

19 6. Mr. Boatwright was a well-respected employee in the Chico office of PG&E for three
20 years before he was laid off. Plaintiff had received uniformly positive performance reviews and
21 promotions. His reviews made note that he was a good employee who had particular versatility
22 because he was trained in, and worked in, a number of different and useful positions for the
23 PG&E.

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1 7. While working for PG&E in Chico, Plaintiff was promoted three separate times.

2 Plaintiff received periodic performance-based pay raises from PG&E. Plaintiff had no history
3 of discipline.

4 8. Plaintiff was expressly assured by his supervisor, Cathy McCain, in 2014, that due to
5 his versatility, skills, and past performance that he would be the “last man standing” in the
6 Chico office of PG&E if lay-offs became necessary.

7 9. Plaintiff had always viewed PG&E as a long-term position, and career, and as a way
8 to support himself and his family. He also felt good about the contribution he was making as an
9 individual, who was an employee and face of PG&E to his customers in the field.

10 10. Mr. Boatwright's wife gave birth to their son on August 18, 2014. Plaintiff requested
11 the remainder of the week off to give support and aid to his wife, and to bond with their new-
12 born baby. His supervisor, Ms. McCain, however, insisted he return to work. Plaintiff
13 complied, and returned to work on August 25, 2014.

14 11. On August 25, 2014, when Plaintiff returned to work, as ordered, Ms. McCain was
15 out on vacation. Plaintiff submitted formal notice to PG&E under the Family and Medical
16 Leave Act (FMLA) and the California Family Rights Act (CFRA) of his request to take leave
17 due to the birth of his child. He was advised by PG&E that a month's advance notice was
18 required. Plaintiff specifically made request in writing for leave on September 25 and 26,
19 2014. He was told his leave was approved, effective September 25, 2014.

20 12. Plaintiff told Ms. McCain on September 8, 2014, when she returned from vacation,
21 that he had requested family leave from PG&E beginning on September 25, 2014, and received
22 approval. Ms. McCain assured Plaintiff that was "fine."

23 13. Mr. Boatwright, to his shock and surprise, was instead terminated effective
24 September 22, 2014, the day before his scheduled leave. PG&E gave no reason to Mr.
25 Boatwright for his layoff.

1 14. The "separation" document given to Plaintiff by PG&E merely states that Plaintiff
2 was "laid off - [and is] eligible for rehire."

3 15. When Plaintiff was laid off, another individual in the office, "Manny," was retained.
4 Plaintiff, in fact, had been promoted over and above Manny on several occasions.

5 16. Just several days after Plaintiff was laid off, another PG&E employee, "Ashley," was
6 transferred to the Chico office of PG&E to assume many or most of Plaintiff's former duties.

7 17. Two weeks after he was laid off, PG&E sent to Mr. Boatwright its "New Baby" care
8 package.

9 18. Plaintiff complained he was terminated improperly, and also in retaliation for
10 requesting family leave. PG&E claimed it would investigate Mr. Boatwright's claims. PG&E
11 apparently limited its investigation into only whether he had been terminated in retaliation for
12 requesting family leave.

13 19. PG&E responded by letter dated January 14, 2014, to Mr. Boatwright, and stated
14 that PG&E has "conducted an investigation into your concerns of alleged termination as a
15 result of requesting FMLA leave."

16 20. PG&E's January 14, 2014 letter concludes that the investigator was "unable to
17 substantiate the allegations made and concluded that there were no policy violations."

18 21. PG&E intentionally and improperly limited the scope of its investigation. PG&E did
19 not investigate all of the claims Mr. Boatwright made. PG&E did not make a fair, impartial,
20 reasonable or good-faith investigation into his claims.

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2 22. Mr. Boatwright, through counsel, wrote to advise in response to the January 14,
3 2014 PG&E letter, by letter dated April 8, 2015, that "he was: (1) wrongfully terminated by
4 PG&E without good or valid cause and in violation of his implied contract for continued
5 employment established under California case law; (2) terminated because of his race - he is
6 African American - in violation of state and federal anti-discrimination laws; (3) terminated in
7 retaliation for requesting FMLA and CFRA leave; (4) terminated in violation of the public
8 policy prohibiting discrimination based on race and other protected status; and (5) terminated at
9 such time and under such conditions as to have caused him to suffer severe emotional distress."

10 23. The April 8, 2015 letter asked that in the meantime, we would like to receive and
11 review the investigator's transcripts and notes of his interviews with seven different individuals
12 at PG&E (including Mr. Boatwright) as reported in the [January 14, 2015] letter."

13 24. Plaintiff's April 8, 2015 letter concluded with the question to "[p]lease advise
14 whether the investigation [PG&E] coordinated also included these claims of Mr. Boatwright as
15 well."

16 25. Neither Mr. Boatwright nor his attorney received any response to the April 8, 2015
17 letter.

18 26. Mr. Boatwright thereafter timely filed a claim of discrimination and retaliation with
19 the California Department of Fair Employment and Housing.

20 27. Plaintiff received a Right to Sue letter fro DFEH dated September 10, 2015, which is
21 attached. This lawsuit follows.

22 **FIRST CAUSE OF ACTION**
23 (Breach of Contract for Continued Employment Against Defendants)

24 28. Plaintiff incorporates the allegations of paragraphs 1-27, inclusive, of the complaint
25 as though fully set forth here.

1 29. Plaintiff was a long-time employee of PG&E. He received uniformly positive
2 performance reviews. Plaintiff also was awarded periodic pay raises. He was assured he would
3 be the "last man standing" in the office.

4 30. PG&E employed plaintiff pursuant to its letter of hire. Plaintiff's employment also
5 was subject to the terms and conditions of the PG&E employment and personnel manuals and
6 policies, including those relating to layoff and termination.

7 31. Plaintiff, based on all theses facts, had a contract with PG&E under California law
8 for continued employment absent good and just cause for termination based on written, oral
9 and implied in fact terms.

10 32. PG&E breached the contract for continued employment when it terminated Plaintiff
11 without good or just cause. Plaintiff's termination was unfair, unexpected and in violation of
12 the contract for continued employment absent good cause for termination.

13 33. Plaintiff has suffered damages as a direct result of the breach of contract by the
14 Defendants in excess of the jurisdictional requirements of this court, in an amount to be proved
15 at trial.

SECOND CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing Against All Defendants)

18 34. Plaintiff incorporates the allegations of paragraphs 1-27, inclusive, of the complaint
19 as though fully set forth here.

20 35. California law implies in every contract a mutual obligation of good faith and fair
21 dealing in the performance of the contract obligations by the parties 36. Defendants
22 breached the duty by terminating Plaintiff without good or just cause, and in violation of the
23 obligations and duties of Defendants to provide alternate work opportunity to those laid off
24 with skills and past performance history similar to Plaintiff.

-5-

COMPLAINT OF PLAINTIFF VINCENT BOATWRIGHT

1 37. Plaintiff has suffered damages as a direct result of the breach of the covenant of good
2 faith and fair dealing by the Defendants in excess of the jurisdictional requirements of this
3 court, in an amount to be proved at trial.

THIRD CAUSE OF ACTION
(Violation of the Family Medical Leave Act and California's
Family Rights Act Against All Defendants)

38. Plaintiff incorporates the allegations of paragraphs 1-27, inclusive, of the complaint as though fully set forth here.

39. The federal Family Medical Leave Act ("FMLA") provides certain guarantees and assurances to employees who require time off for qualified family leave. So, too, does Government Code section 12945.2.

40. Plaintiff requested family leave from Defendants pursuant to the FMLA following the birth of his son in order to care for his wife.

41. Defendants approved Plaintiff's FMLA leave for September 25 and 26, 2014.

42. Plaintiff told his supervisor, Ms. McCain, on September 8, 2014, that he had requested family leave from PG&E beginning on September 25, 2014, and received approval, which Ms. McCain assured Plaintiff that was "fine."

43. Mr. Boatwright, to his shock and surprise, was instead terminated effective September 22, 2014, the day before his scheduled leave. PG&E gave no reason to Mr. Boatwright for his layoff.

44. Plaintiff has suffered damages as a direct result of the breach of the covenant of good faith and fair dealing by the Defendants in excess of the jurisdictional requirements of this court, in an amount to be proved at trial. He also seeks to recover his attorney's fees under the FMLA and CRA.

**FOURTH CAUSE OF ACTION
(Retaliation Against All Defendants)**

45. Plaintiff incorporates the allegations of paragraphs 1-44, inclusive, of the complaint as though fully set forth here.

46. California law, including Government Code section 12940(h), prohibits any retaliatory act in employment, including termination and lay-off, due to an employee's protected conduct, including requesting and planning to take approved leave, as Plaintiff did here.

47. Defendants approved Plaintiff's leave. Defendants, apparently motivated by Plaintiff's supervisor, instead laid him off.

48. There was sufficient and customary work for Plaintiff to perform when he was laid off. Indeed, he was replaced soon after his termination.

49. Defendants terminated Plaintiff in retaliation for requesting and planning to take approved leave

50. Plaintiff has suffered damages as a direct result of the breach of the covenant of good faith and fair dealing by the Defendants in excess of the jurisdictional requirements of this court, in an amount to be proved at trial. He also seeks to recover his attorney's fees under Government Code section 12965(b).

FIFTH CAUSE OF ACTION
(Race Discrimination Against All Defendants)

51. Plaintiff incorporates the allegations of paragraphs 1-27, inclusive, of the complaint as though fully set forth here.

52. California's Fair Employment and Housing Act, set out in Government Code sections 12940-12951 ("FEHA"), prohibits discrimination based on race.

53. Plaintiff alleges on information and belief that he was terminated due to his race in violation of FEHA.

1 54. Plaintiff has suffered damages as a direct result of the race discrimination of
2 Defendants in excess of the jurisdictional requirements of this court, in an amount to be
3 proved at trial.

4 55. FEHA provides for an award of attorney's fees to Plaintiff if he prevails, including
5 in Government Code section 12965(b). Plaintiff seeks to recover his attorney's fees incurred
6 under FEHA.

SIXTH CAUSE OF ACTION
(Wrongful Termination in Violation of Public Policy Against Defendants)

9 56. Plaintiff incorporates the allegations of paragraphs 1-55 inclusive, of the complaint
10 as though fully set forth here.

11 57. Whether he was terminated for requesting family leave, or due to his race, Plaintiff
12 was terminated by Defendants improperly and in violation of public policy.

13 58. Plaintiff has suffered damages as a direct result of the wrongful termination by
14 Defendants of Plaintiff in violation of public policy, in excess of the jurisdictional
15 requirements of this court, in an amount to be proved at trial.

16 59. Defendants' conduct is despicable, fraudulent, oppressive, and done in conscious
17 disregard of Plaintiff's rights. Defendants adopted and ratified the wrongful acts of its
18 employees by purporting to investigate the termination of Plaintiff and concluding it was
19 proper. Plaintiff seeks punitive and exemplary damages against Defendants, jointly and
20 severally, in a sufficient amount to punish them and to deter such conduct in the future.

SEVENTH CAUSE OF ACTION
(Infliction of Emotional Distress Against All Defendants)

60. Plaintiff incorporates the allegations of paragraphs 1-59, inclusive, of the complaint as though fully set forth here.

61. Defendants owed a duty and obligation to Plaintiff to not act intentionally or negligently in a way so beyond the bounds of civilized society toward its employees and customers.

8 62. Defendants acted well beyond what is permitted and expected to be endured in an
9 employment setting by terminating Plaintiff in retaliation for requesting family leave, or due to
10 his race, or both, and then denying it following an “investigation.”

11 63. Defendants did not conduct a fair or impartial investigation into the facts and
12 circumstances of Plaintiff's termination.

13 64. All of these acts and omissions caused Plaintiff to suffer severe emotional distress.
14 He has physical manifestations of the emotional distress, including loss of appetite and weight
15 loss.

16 65. Plaintiff has suffered damages as a direct result of the infliction of emotional
17 distress by Defendants of Plaintiff in violation of public policy, in excess of the jurisdictional
18 requirements of this court, in an amount to be proved at trial.

19 66. Defendants' conduct is despicable, fraudulent, oppressive, and done in conscious
20 disregard of Plaintiff's rights. Defendants adopted and ratified the wrongful acts of its
21 employees by purporting to investigate the termination of Plaintiff and concluding it was
22 proper. Plaintiff seeks punitive and exemplary damages against Defendants, jointly and
23 severally, in a sufficient amount to punish them and to deter such conduct in the future.

1 WHEREFORE, Plaintiff prays for relief as follows:

2 1. For general and special damages in excess of the minimum jurisdictional
3 requirements of this Court, trebled under FEHA, including back wages;

4 2. For reinstatement of employment with full benefits;

5 3. For punitive and exemplary damages sufficient to punish Defendants and to deter
6 such conduct in the future;

7 4. For reasonable costs of suit and for reasonable attorney's fees, including under
8 Government Code section 12965(b);

9 5. For such other relief as is just and proper.

10 Dated: March 22, 2016

LAW OFFICES OF ADAM S. GRUEN

11 By _____
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13 Adam S. Gruen
14 Attorneys for Plaintiff

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27 COMPLAINT OF PLAINTIFF VINCENT BOATWRIGHT

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